

**NORTH CAROLINA
DURHAM COUNTY**

**JOINT COOPERATION AGREEMENT
DURHAM CITY-COUNTY HOME CONSORTIUM (DCCHC)**

THIS AGREEMENT is made and entered into this the _____ day of _____, 2011 by and between the City of Durham (hereinafter referred to as “City”) and the County of Durham (hereinafter referred to as “County”), each being a government unit of the State of North Carolina. This Agreement is made pursuant to North Carolina Statutes, Article 20 of Chapter 160A and 24 CFR Part 92 Subpart C. §92.101.

BACKGROUND

City and County agree that it is desirable and in the interests of their citizens to secure status as a Participating Jurisdiction under the HOME Investment in Affordable Housing Program created through Title II, HOME Investment Partnership Act, of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended, said Participating Jurisdiction to be a Consortium of the City and County.

I. DEFINITIONS

The definitions contained in 24 CFR Part 92, Subpart A., §92.2 are incorporated by reference and made a part of this Agreement, and the terms defined in this section have the meanings given them:

- A. “Act” means the HOME Investment Partnerships Act at Title II of the Cranston-Gonzales National Affordable Housing Act (Pub. L. 101-625), 42 U.S.C. 12701 et seq.
- B. “HOME Program” means a procedure established by the City and County for the use of funds made available from HUD through the Act to carry out multi-year housing strategies through assistance to first-time homebuyers and existing homeowners, property acquisition, improvements, tenant-based rental assistance, demolition, relocation expenses and other reasonable and necessary expenses related to the development of affordable housing for persons of low-income.
- C. “HUD” means the United States Department of Housing and Urban Development.
- D. “Consolidated Plan” means the Consolidated Plan for the City and County to be developed in accordance with 24 CFR Part 91 and encompassing

housing and other community development needs of the City and County with a focus on affordable housing for low-income families.

- E. “Regulations” means 24 CFR Parts 91 and 92, HOME Investment Partnership Program implementing regulations as issued by HUD.

II. PURPOSE

This Agreement is to form a Consortium of Durham City and County governments as a designated Participating Jurisdiction under the ACT, said Participating Jurisdiction to be known and hereinafter may be referred to as Durham City-County HOME Consortium or DCCHC.

III. GENERAL TERMS

- A. The initial term of this agreement begins with the effective date of July 1, 2012 and continues for a period of three years ending June 30, 2015. Following the expiration of the three years (the “qualification period”), this Agreement shall automatically renew for successive three (3) year “qualification periods”, unless terminated earlier in accordance with this Agreement. In the event either the City or County elects not to continue participation in a new qualification period, the City shall provide the County and/or the County shall provide the City written notice of its right to elect not to continue. In the event the parties agree to dissolve the DCCHC, the City, as Lead Entity, shall notify HUD of its intent to dissolve the DCCHC, which notice shall be in writing, signed by both parties and delivered to HUD at least sixty (60) days prior to the date of dissolution.
- B. The Citizens Advisory Committee is hereby authorized to provide advisory oversight for Consortium planning, operations and evaluation.
- C. This Agreement shall be executed by the appropriate officers of the City and County pursuant to authority granted by their governing bodies.
- D. City and County mutually agree that the City shall act as the “Lead Entity” in a representative capacity for all members of the DCCHC for the purpose of the Act.
- E. The County agrees that the City as Lead Entity shall assume overall responsibility for ensuring that the HOME Program is carried out in compliance with the requirements of the Act. The City will provide the staff necessary to administer the program for both the City and County.
- F. The County and City shall participate jointly in the development of the DCCHC Program. Subject to Section III G, the Program will define a

strategy in sufficient detail to accommodate the collective and individual needs and priorities of the City and County as agreed upon by each governing body providing local matching funds, with the advice of any governing body not providing local matching funds and the Citizen Advisory Committee.

- G. HOME funds will be expended within the boundaries of Durham County for the respective fiscal years as applicable. The Durham Citizen Advisory Committee will advise both governing bodies how HOME funds shall be distributed. Each governing body providing local matching funds shall make final decisions concerning HOME funds distribution. If both the City and County provide local matching funds, but are unable to reach agreement on final decisions concerning HOME funds distribution, then each governing body shall be entitled to make final decisions with respect to a portion of the total amount of HOME funds available for distribution. The County portion shall be calculated based upon the incremental increase in HOME entitlement funding allocated to the DCCHC Program as a result of the County's participation. By way of illustration, based on the current population of the City and the County, the DCCHC Program will be eligible to receive approximately 5% more in total HOME funds than the City would receive as an entitlement community.
- H. Up to 10% of the total allocation of HOME funds during each HOME program-year (in accordance with HUD regulations) will be used to finance the costs of administering the DCCHC program, in accordance with 24 CFR 92.207. Local matching funds are required by HUD to participate in the HOME Program. The City and County shall each contribute the funds in a pro-rata share. The pro-rata share for each governing body shall be derived by the amount of local matching funds determined by each governing body to be available during the HOME program-year. Such determination shall be made by each governing body by the beginning of each fiscal year during the term of this Agreement.
- I. The City, in its capacity as Lead Entity, shall be responsible for processing HOME payment cash draw-down from HUD on a periodic basis. All payment requests will be implemented on a reimbursement basis.
- J. The City as Lead Entity agrees to prepare the Consolidated Plan needed for the DCCHC to receive HOME funding. The Consolidated Plan shall be adopted by both governing bodies. The City in its capacity as Lead Entity assumes overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning the Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR 92.350(a)(5).

- K. The City and County agree to comply with all the program regulations and DCCHC program features and requirements.
- L. The City shall be responsible for all liabilities, obligations, damages, judgments, settlements, losses, claims, penalties, costs, charges and expenses that arise in any manner from or out of development or implementation of the HOME Program and the DCCHC Program.
- M. The City and County certify that they will adhere to all federal and state regulations pertaining to the disposition of real property, if any real property is acquired by the Participating Jurisdictions with HOME funds. Any such property shall be jointly owned by the City and County.
- N. This Agreement may be amended by mutual agreement of all parties in writing.
- O. The City and County oppose discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under City and County contracts.

IV. FAIR HOUSING

In accordance with the HUD Federal Register dated December 22, 1992 regarding Consortia under the HOME Investment Partnership Act, the parties shall each affirmatively further fair housing, including compliance with all local, state and federal laws and regulations.

The City and County have signed this Agreement, and the governing boards of the City and County have duly approved this Agreement and pursuant to such approval and the proper officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth. The execution of this Agreement shall also be a statement by the attorneys for the City and County that the terms and provisions of this Agreement are fully authorized under State and local law and the Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME program.

CITY OF DURHAM

By _____
Thomas J. Bonfield
City Manager

ATTEST:

City Clerk

COUNTY OF DURHAM

By _____
Michael D. Page, Chair
Durham County Board of Commissioners

ATTEST:

County Clerk